

GOAA DATE 8/17/22
ITEM NO. 3.P
DOCUMENTARY # 101448



**SECOND AMENDMENT TO
REMEDICATION AND ACCESS AGREEMENT**

This Second Amendment to Remediation and Access Agreement (the "Second Amendment") is made and entered into this 22 day of August, 2022 (the "Effective Date") by and between the Greater Orlando Aviation Authority, an agency of the City of Orlando, Florida, existing as an independent special district under and by virtue of the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Authority") and Frontier Airlines, Inc., a Colorado corporation, authorized to do business in Florida, whose address is 4545 Airport Way, Denver, CO 80239 ("Frontier") (the Authority and Frontier are sometimes collectively referred to herein as the "Parties").

WHEREAS, the City of Orlando owns the land, and the Authority operates and controls Orlando International Airport pursuant to that certain Amended and Restated Operation and Use Agreement, dated August 31, 2015; and

WHEREAS, Frontier and the Authority entered into that certain Remediation and Access Agreement, dated December 21, 2021, as amended by that certain First Amendment to the Remediation and Access Agreement, dated May 23, 2022 (the "RAA") which contemplates that the Authority intends to perform certain remediation at the Land pursuant to the terms and conditions set forth in this Remediation Agreement to render the Land usable by Frontier for the development and use of an MRO Hangar; and

WHEREAS, the Authority diligently completed the physical remediation work within the deadline, but a jet-A fuel spill that occurred on May 6, 2022, from a Frontier aircraft ("Frontier Spill") impacted portions of Orlando International Airport and the Land prior to the Florida Department of Environmental Protection ("FDEP") issuing a closure without conditions; and

WHEREAS, FDEP indicated that it will not issue a closure without conditions on the remediation of the Pre-Existing Conditions without the Frontier Spill being addressed; and

WHEREAS, to address the Frontier Spill the FDEP is requiring quarterly water samplings for at least one (1) year and followed by submittal of a remediation plan; and

WHEREAS, this requirement makes the Authority's deadline to obtain a closure as set forth in the RAA impossible as to the remediation of the Pre-Existing Conditions; and

WHEREAS, the parties desire to amend the RAA to include Frontier's acknowledgement of responsibility for the remediation, monitoring, and closure costs associated with the Frontier Spill, Frontier's acknowledgement that the Authority has completed its obligations under the RAA as to the Pre-Existing Conditions, that the Notice of Remediation Completion shall be considered issued as of the Effective Date of this Second Amendment, and that Frontier shall not base a termination of this RAA on any issues disclosed in the Site Rehabilitation Report relating to the Pre-Existing Conditions or the Frontier Spill.

NOW THEREFORE, in consideration of the mutual covenants and agreements

herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Definitions. Capitalized terms set forth herein shall have the meaning ascribed to them in the RAA, unless otherwise defined herein.

3. The Authority's Remediation of the Land. Section 1 entitled The Authority's Remediation of the Land is hereby modified by deleting it in its entirety and replacing it with the following:

The Parties hereby agree that the Authority has (a) remediated the Pre-Existing Conditions (as defined in the Lease) set forth in the Environmental Reports (as defined in the Lease) to applicable State residential cleanup standards; and (b) due to the Frontier Spill, it is now impossible to submit necessary documentation to the Florida Department of Environmental Protection to obtain a Site Rehabilitation Completion Order Without Conditions per Section 62-780.680(1), F.A.C., that provides that the soil impacts from polynuclear aromatic hydrocarbons, as identified in Section 5.0 of the February 2019 Future Aircraft Maintenance Facility Baseline Environmental Impact Investigation Report, Greater Orlando Aviation Authority, MSE Project No. 1470.04. However, the Authority has provided a copy of the draft Site Rehabilitation Report along with all back up to Frontier for its review and Frontier has determined that the Land has been remediated to the extent that would have rendered it eligible for a Site Rehabilitation Completion Order Without Conditions per Section 62-780.680(1), F.A.C. for the Pre-Existing Conditions (but for the occurrence of the Frontier Spill). The execution of this Second Amendment shall act as the Authority's written notice of completion of the remediation to Frontier ("Notice of Remediation Completion").

The Frontier Spill occurred on May 6, 2022, and impacted property at the Orlando International Airport as well as the Land. Frontier agrees that it is the responsible party for all costs, expenses and liabilities associated with the Frontier Spill including, but not limited to, initial emergency cleanup efforts, ongoing cleanup efforts, environmental analysis and reporting, installation of monitoring wells, the cost of monitoring and sampling, and site closure efforts. As of July 29, 2022, the Authority has expended Sixty-Two Thousand Twenty-Six Dollars and 02/100 (\$62,026.02). The Authority estimates that the costs associated with the monitoring, sampling, analysis, and reporting for the Frontier Spill will be Thirty-Two Thousand Three Hundred Ninety-Nine Dollars and 00/100 (\$32,399.00). Frontier shall wire to the Authority an amount equal to Ninety-Four Thousand Four Hundred Twenty-Five Dollars and 02/100 (\$94,425.02) ("Current Frontier Spill Remediation Costs") within ten business (10) days of the Effective Date of this Second Amendment. The Authority may request additional funds to remediate the Frontier Spill as reasonably necessary from Frontier should the actual costs exceed the Current Frontier Spill Remediation Costs and said request shall be in writing

and include a scope of work and estimate of costs of said scope of work to support said request. Frontier shall wire additional funds as requested within ten (10) business days of Frontier's reasonable approval of the Authority's proposed scope of work and estimate of costs, which approval shall occur no later than ten (10) business days after Frontier's receipt of the Authority's written request and shall not be unreasonably withheld, conditioned, or delayed. The Authority reserves all rights and remedies available at law or equity in relation to the Frontier Spill.

As to the placement of the required monitoring wells, Frontier agrees to cooperate with the Authority on the placement of said wells within the Hangar. The Authority agrees to cooperate with Frontier on the placement of said wells to the extent permitted by law in an effort to reasonably avoid operational impacts to Frontier and subject to FDEP's approval authority of said well placement.

4. Termination During Due Diligence Period. Section 3 entitled Termination is deleted in its entirety and replaced with the following:

Frontier may terminate this Remediation Agreement at any time during the Due Diligence Period by providing written notice of said termination to the Authority. If Frontier issues a written termination notice pursuant to this Section, Frontier will be deemed to have not accepted the Land and the Lease shall not become effective. Frontier has been provided with the Authority's Site Rehabilitation Report as to the cleanup of the Pre-Existing Conditions and all back up thereto. Notwithstanding the above, Frontier shall not be permitted to terminate this Remediation Agreement due to any issues disclosed in the Site Rehabilitation Report or as a result of the Frontier Spill.

5. Ratification of RAA. Except as modified by this Second Amendment, all terms and conditions of the RAA remain in full force and effect.

6. Effective Date. The effective date of this Second Amendment shall be the date when the last of the Authority or Frontier executes this Second Amendment.

[The remainder of this page was left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Second Amendment to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

**GREATER ORLANDO AVIATION
AUTHORITY**

By: 
Kevin J. Thibault, P.E., F. ASCE
Chief Executive Officer
Date: 8/22/22

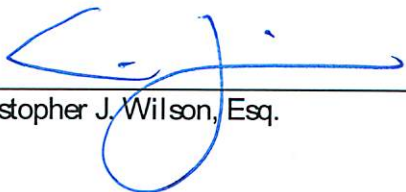
ATTEST:


By: Anna Farmer
Assistant Secretary

**APPROVED AS TO FORM AND
LEGALITY**

this 18th day of August, 2022 for the
use and reliance of the Greater Orlando
Aviation Authority, only.

C.J. Wilson Law, P.A., Counsel

By: 
Christopher J. Wilson, Esq.

FRONTIER AIRLINES, INC.,
a Colorado corporation

By: 
Name: Mark Mitchell
Title: Vice President, Finance
Date: 08/15/2022

ATTEST:


By: Tyron John
Title: Contract Administrator